

EXHIBIT 1-2

IN THE DISTRICT COURT OF MURRAY COUNTY
STATE OF OKLAHOMA

FILED
MURRAY COUNTY, OKLAHOMA

SEP 18 2012

LAKE COUNTRY MOTORS, LLC,)

Plaintiff,)

vs.)

WESTERN HERITAGE
INSURANCE COMPANY,)

Defendant.)

Christie Pittman, Court Clerk
By GC Deputy

No. CJ-12-79

PETITION

COUNT I

COMMERCIAL PROPERTY DAMAGE

1. Plaintiff, Lake Country Motors, LLC is a limited liability company organized under the laws of the State of Oklahoma.
2. Defendant, Western Heritage Insurance Company issued a commercial insurance policy AGPO736667 covering commercial property damage, including damage to automobiles located on plaintiff's car lot by hail.
3. The policy period was from March 10, 2009 to March 10, 2010.
4. On or about May 6, 2009, a hailstorm occurred and thirteen (13) automobile owned by plaintiff were damaged by the hail.
5. Notice of the hailstorm and the damage was immediately given to Western Heritage Insurance Company through its agent, Crews Insurance. An adjustor came to plaintiff's car lot some nine (9) days later.
6. The thirteen (13) automobiles which were damaged comprised the entire stock of plaintiff's car lot. Plaintiff had to sell some of the damaged automobiles outside its regular course of business at a depreciated price.
7. Plaintiff has had to purchase additional automobiles for its inventory in order to continue in business.

8. To date the insurance company has failed and refused to pay for the hail damage as required by the insurance policy.

9. The automobiles owned by plaintiff have been damaged in the sum of \$30,000.00.

10. The office building, storage shed, shop building and signs owned by plaintiff have sustained damage in the sum of \$25,000.00.

COUNT II

LOSS OF INCOME

All the above paragraphs are incorporated herein by reference.

11. In addition plaintiff has sustained loss of income as a result of the unreasonable delay in repairing said automobiles in the sum of \$9,750.00.

COUNT III

BAD FAITH

All previous paragraphs are incorporated herein by reference.

12. The actions of defendant insurance company were intentional, tortuous and were a breach of defendant's duty of good faith and fair dealing.

13. Plaintiff has been damaged by defendant's bad faith handling of the above-mentioned claim in an amount in excess of \$10,000.00.

COUNT IV

PUNITIVE DAMAGES

Plaintiff adopts and re-alleges each of the preceding paragraphs as if fully set forth herein.

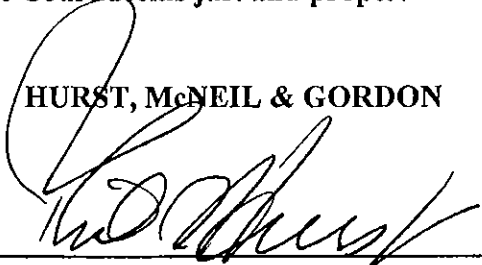
14. Defendant's breach of its duty of good faith and fair dealing is so egregious that punitive damages should be awarded to punish the defendant for such conduct and to deter others.

WHEREFORE premises considered plaintiff prays for judgment against the defendant as follows:

- A. Actual damages;
- B. Punitive damages;
- C. Consequential damages;
- D. Interest;
- E. Attorney's fees;
- F. Costs; and
- G. Such other relief as the Court deems just and proper.

HURST, McNEIL & GORDON

By


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